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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

DONALD ALLBAUGH, on behalf of himself and)
all others similarly situated,)

Plaintiffs,)

vs.)

CALIFORNIA FIELD IRONWORKERS)
PENSION TRUST; BOARD OF TRUSTEES OF)
THE CALIFORNIA FIELD IRONWORKERS)
PENSION TRUST, PLAN ADMINISTRATOR)
OF THE CALIFORNIA FIELD IRONWORKERS)
PENSION TRUST,)

Defendants.)

CASE NO. 2:12-CV-00561-JAD-GWF

**ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

ECF Nos. 232, 234

THIS MATTER HAVING COME before the Court for hearing on Final Approval of the Settlement pursuant to the Court’s Order entered April 13, 2018, (ECF No. 229), now upon application of the parties for approval of the Class Action Settlement (“Settlement”) set forth in the Settlement Agreement (“Agreement”), and due and adequate notice having been given to the members of the Classes as required in the Preliminary Approval Order and the Court having considered all papers filed and proceedings had herein, including the Final Approval Hearing held on June 25, 2018 to determine the fairness of the Settlement and Plaintiff’s Motion for Attorneys’ Fees and Costs and for a Case Contribution Award, (ECF No. 232), and otherwise being fully

1 informed in the premises and for good cause appearing therefore, the Court finds that the
2 Settlement is fair, reasonable, adequate, and in the best interests of the members of the
3 Classes and further finds that Plaintiff's application for attorneys' fees and costs and for a
4 Case Contribution Award is fair and reasonable.
5

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**
7

8 1. This Order and Judgment approving the Agreement incorporates by
9 reference the definitions in the Agreement, and all capitalized terms herein shall have the
10 same meanings as set forth in the Agreement.
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12 2. This Court has jurisdiction over the subject matter of this Action and over
13 all members of the Classes.

14 3. After consideration of the evidence, the Court further finds that the mailing
15 of the Class Notice constituted the best notice practicable under the circumstances, and
16 that such individual notice to all members of the Classes constituted valid, due, and
17 sufficient notice to all persons entitled thereto, complying fully with the requirements of
18 Fed. R. Civ. P. 23 and due process.
19

20 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court
21 hereby approves the Settlement as set forth in the Agreement, finds that said Settlement
22 is, in all respects, fair, reasonable, adequate and in the best interests of the members of
23 the Classes, directs that the Settlement be consummated in accordance with the terms
24 and conditions set forth in the Agreement, and orders all Parties to take the necessary
25 steps to effectuate the Settlement as set forth in the Agreement.
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1 5. Defendants have complied with the Class Action Fairness Act of 2005, PL
2 109-2 (2005) and 28 U.S.C. § 1715 and its notice obligations by providing appropriate
3 federal and state officials with information about the Settlement. ECF No. 231.
4

5 6. The Court hereby approves the following findings of fact:

6 A. Class Counsel has vigorously prosecuted this case and conducted
7 extensive investigation of the governing law, relevant facts and relevant
8 documents. During the prosecution of the Action, the Parties have
9 exchanged tens of thousands of pages of documents and electronic data.
10 Throughout the Action, Class Counsel has worked with an actuarial
11 expert to determine damages and has information on which to make an
12 informed decision about the Settlement. The Parties also filed cross
13 motions for summary judgment and were preparing for trial at the
14 time of the Settlement.
15

16 B. Class Counsel and Class Counsel's actuary worked diligently and
17 reasonably to create the Plan of Allocation, which was submitted to this
18 Court and served on Defendants on March 30, 2018 as revised on May
19 24, 2018. The Plan of Allocation is fair, reasonable and equitable.
20

21 C. The Settlement provides for a Settlement Fund including Settlement
22 Benefits and Class Counsel's Fee Award and Case Contribution
23 Award, in an aggregate value of \$15,400,000 together with other
24 valuable relief including revised suspension of benefit procedures.
25 After adjustment for the Fee Award and Case Contribution Award, all
26 of the Settlement Fund will be paid to Class members and their
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1 eligible beneficiaries as set forth in the Agreement and Plan of
2 Allocation.

3
4 D. The Settlement eliminates the risks inherent in continuing the litigation
5 in this case, including the risk of maintaining class action status and the
6 risks that there could eventually be no monetary recovery for members
7 of the Classes and that any recovery could take a substantial amount of
8 time for the participant Class members, all of whom are past normal
9 retirement age.
10

11 E. The Settlement is fair, reasonable and in the best interests of the
12 members of the Classes particularly given the complex issues in the
13 Action, the risks to Class members and the further delay that would be
14 entailed in continued litigation, including a forthcoming trial, and the
15 subsequent appeal of any judgment after such trial.
16

17 F. Considering the foregoing factual findings and the rulings to date and
18 considering the uncertainty of maintaining class action status for Class 2
19 and the difficulty of obtaining certification of Class 1, the possibility of
20 trial and appeal and the expected duration of litigation, the amount
21 offered in the Settlement is highly favorable.
22

23 G. Class Counsel has extensive experience in ERISA litigation and Class
24 Counsel is therefore well equipped to negotiate a fair settlement for
25 Named Plaintiff and the Settlement Class. Class Counsel's opinion
26 urging approval of the Settlement merits great weight both because of
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1 Class Counsel's familiarity with the Action and because of their
2 extensive experience in similar actions.

3
4 H. The Settlement is the result of an extensive arm's length adversarial
5 negotiation and mediation process. The parties engaged in mediation
6 with Daniel Feinberg, a nationally recognized and highly experienced
7 attorney and mediator with substantial ERISA complex class action
8 knowledge.

9
10 I. All counsel represented the interests of their clients vigorously and
11 devoted a considerable amount of time, effort and resources to secure
12 the terms of the Settlement, including the Plan of Allocation to ensure a
13 fair, adequate and equitable distribution of the Settlement Fund.

14
15 J. The Fee Award, to be deducted from the Settlement Amount, represents
16 attorney's fees and costs reasonably expended in prosecuting the
17 Action. As set forth in Plaintiff's Motion for Attorneys' Fees and
18 Costs and supporting documentation, (ECF No. 232_), Class Counsel's
19 Fee Application, which consisted of a request for an amount for
20 attorney's fees of \$5,133,333.33 , \$320,000 in reimbursed costs,
21 and the Case Contribution Award of \$50,000 is fair, reasonable and
22 appropriate in accordance with the standards set forth in this Circuit.
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25 7. The terms and provisions of the Settlement as embodied by the Parties'
26 Agreement have been entered into in good faith and are hereby fully and finally approved
27 as fair, reasonable, adequate, and in the best interests of the members of the Classes, and
28 in full compliance with all applicable requirements of the Federal Rules of Civil

1 Procedure and the Rules of this Court and any other applicable law or due process
2 requirements. The Parties are hereby directed to comply with the terms of the Agreement
3 and this Order and Final Judgment.
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5 8. The Plan of Allocation is hereby approved as fair and reasonable. The
6 distribution to Settlement Class members as set forth in the Plan of Allocation is final and
7 non-appealable. As set forth in the Agreement, Defendants shall take all reasonable and
8 diligent steps to pay all eligible Settlement Class members by the Initial Payment Date in
9 accordance with the terms of the Agreement.
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11 9. The Parties shall not be liable to any person for any determinations made by
12 Class Counsel on the Plan of Allocation or for any mistakes, incorrect or incomplete data
13 relied upon by Plaintiffs in preparing and producing the Plan of Allocation.
14

15 10. Named Plaintiff's request for a Case Contribution Award in the amount of
16 \$50,000 is granted, and this amount shall be deducted from the Settlement Fund. Such
17 payment shall be made within fourteen (14) days of the Effective Date as set forth in the
18 Agreement. The Case Contribution Award represents the reasonable value of the services
19 provided by Named Plaintiff to the members of the Classes.
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21 11. Plaintiff's Motion for Attorneys' Fees and Costs [ECF No. 234] is **GRANTED**.
22 Defendants are hereby ordered to pay Class Counsel's attorneys' fees in the amount of
23 \$5,133,333.33, plus \$320,000 in reimbursed costs, for a total payment of \$5,453,333.33.
24

25 as attorneys' fees and costs. Such fees and costs shall be paid to Class Counsel
26 within fourteen (14) days of the Effective Date as set forth in the Agreement.

27 12. Named Plaintiff and each member of the Classes shall be (i) conclusively
28 deemed to have, and by operation of the Final Order shall have, fully, finally and forever

1 settled, released, relinquished, waived and discharged from all Released Claims, and (ii)
2 barred from suing Defendants or the Related Parties in any action or proceeding alleging
3 any of the Released Claims.
4

5 13. The Court retains exclusive jurisdiction over this matter, and the Parties
6 submit to such exclusive jurisdiction, with respect to effectuating and supervising the
7 interpretation, implementation, and enforcement of the Agreement and any disputed
8 questions of law or fact related thereto as provided in the Agreement.
9

10 14. The Action is hereby dismissed with prejudice as to the members of the
11 Classes, without additional cost to any of the Parties other than as provided for in the
12 Agreement and herein.
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14 15. The Clerk shall enter Final Judgment pursuant to Fed. R. Civ. P. 54(b) and
15 Fed. R. Civ. P. 58(a) , and CLOSE THIS CASE.
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18 IT IS SO ORDERED.

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UNITED STATES DISTRICT COURT JUDGE

20 DATED: 7.19.18
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